## HARAMBEE INSTITUTE CS

eRate Bid Information 470# 760130000596373

## PROJECT BID FORM - Priority 2 Projects - IC and BMIC

PROJECT #: 6 NAME OF PROJECT: Lan Maintenance

TOTAL COST (A+B): \$20250.00

## **SECTION A: FOR ELIGIBLE COMPONENTS:**

Qty Units/Hrs	Product/Service Description (include make, model, and components)	Unit Cost	TOTAL Non-Recurring
225Hrs	LAN Maintenance :- To include the following scope of work Update IOS in the Cisco equipment Reconfigure Network Address Translation in the router, Change Port mapping in the router, Install Service Packs on File Servers, Perform mail Database maintenance on Exchange Servers, Install Exchange related	\$90.00	\$20250.00
2 years	Service Packs, Reconfigure or update DNS and DHCP settings, Resolve any hardware problems on the covered equipment, Resolve any MS Windows related problems on Servers, Help maintain proper backup operations and resolve issues relating to that software and hardware, Review system, console, backup, antivirus and service logs for any problems and troubleshoot any problems, Rotate log files and make sure	\$90.00	\$40500.00
3 years	periodic maintenance scripts are used, Installing minor Server OS and security updates, testing for compatibility, Installing major Server OS updates, testing for compatibility, Updating Backup software Adding or removing users and groups as necessary, Adjusting share-points and permissions based on feedback or user needs, Adjusting preferences or application access to users based on needs - testing for compatibility (Workgroup Manager) Monitoring disk space and archiving files as needed.	\$90.00	\$60750.00

Comments:

## **SECTION B: FOR INELIGIBLE COMPONENTS:**

Qty Units/Hrs	Product/Service Description (include make, model, and components)	Unit Cost	TOTAL Non-Recurring

Land 1017 Rate Proposal for Line & Cable Maintenance Agreement

FRN: 1688506



#### Who Is Final Mile Technologies?

Final Mile Technologies is a full services telecommunications company based in Southeastern Pennsylvania specializing in Fiber Optic, Voice and Data Communications. We provide expert data construction cabling and also staff several systems engineers. Our staff possesses the leading industry certifications resulting in actual "turn key" business solutions for your network. Good and reliable cable installers should consider your voice and data requirements in tandem. This approach coupled with a working knowledge of your LAN, WAN and PBX systems gives us the edge in providing your business with the highest services and solutions.

#### Mission

To enhance the competitive advantage of our clients through the strategic planning and design of their data construction cabling system. We recognize that if one end user is standing alone then the whole company may be too. Building your company's data cabling system resulting in seamless network connectivity forms a partnership that translates in to mutual and residual benefits.

\*\*Making your company the best makes us the best!\*\*

Prepared By: Qasim Rashad Final Mile Technologies © 200 Rittenhouse Circle West Unit #3 Bristol, P \ 19007 Phone (215) 785-1101 Fax (215) 785-1135

Spin No. 143020661

The parties to this Assignment Agreement ("AA") Final Mile Technologies, ("FMT") [Spin No. 143020661], located at 200 Rittenhouse Circle West, Unit 3, Bristol, PA 19007 and Harambee Institute Charter School, ("HICS"), located at 640 N 66th Street, Philadelphia, PA 19151, agree as follows:

#### PROJECT SCOPE

HICS has requested a project proposal for FMT to provide estimates for "Wire Maintenance" for their data cabling infrastructure at the above location. FMT will report all work related issues to HICS. FMT will provide Project Management and Technical Services for this assignment.

Specifically, this Maintenance Agreement will cover all Voice, Video, Data Cabling and fiber Connections for repair and upkeep of the Wires, Bays, Jacks, Blocks, Panels, and Terminals. One building, 400+ drops, linked with fiber optic. This is a multi-year contract with an option to renew annually. All cabling will be in accordance with ANSI/EIA TIA 568 A standards.

The cost is reflective of the average MAC work requested for a typical school in a given school year:

## PROJECT STAFFING

Final Mile Technologies will provide the services of:

- ♦ Operations Manager: The certified installation of complete systems solutions
- Project Manager: For design and configuration of complete systems solutions, daily status reports, single point of contact
- Data Cabling Technician(s)

E-RATE ELIGIBLE LABOR & HARDWARE	AMT	EX	TENDED
CAT6 Cabling Voice. Video, Data Cabling and fiber Connections for repair and upkeep of the Wires, Bays, Jacks, Blocks, Panels, and Terminals.	lYr	S	7,000 00

Total for Three (3) years

\$21,000.00

## **★** A S S U M P T I O N S

- ♣ Initial payment of 10% of total price is due prior to commencement of project. Balance is to be paid in full as per E-rate terms.
- This contract is contingent upon School Board approval and the District receiving a Funding Commitment Decision Letter (FCDL) from Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) for the requested amount. If funding is reduced, the school has the option of reducing the scope of the contract accordingly. If, for any reason, funding is denied, this agreement would be null and void.
- FMT certifies that we are not the subject of the FCC's <u>Red Light Rule</u> by having any outstanding obligations with any branch of the federal government. Furthermore, should the company become the subject of the Red Light Rule, the contract would be null and void and the FMT would assume any costs of collection.
- The submitted contract will serve as a legally binding agreement, which is preliminary to a formal contract with the School and therefore may be subject to changes in terms and conditions.

Invoices will be issued as per the assumption section of this agreement. Invoices will include any applicable state sales tax. Client agrees to pay Final Mile Technologies for all work performed. Final Mile Technologies is prepared to begin this engagement within one week of receiving a signed copy of this agreement and a Purchase Order from Client.

The Following Signatories Accept And Agree To This Assignment Agreement:

Final Mile Technologies

Harambee Institute Charter School

By: Part Dark

Name: Qasim Rashad

Title: President

Date: January 3, 2007

By:

Name:

Title:

Date:

CEO

## Standards

Cabling Installation Manual 1st edition, © 1997 BICSI • Background Information

ANSI/TIA/EIA publishes standards for the manufacturing, installation, and performance of electronic and telecommunications equipment and systems. Five of these ANSI/TIA/EIA standards govern telecommunications cabling in buildings. Each standard covers a specific part of building cabling. They address the required cable, hardware, equipment, design and installation practices. In addition, each ANSI/TIA/EIA standard lists related standards and other reference materials that deal with the same topics. Most of the standards include sections, which define important terms, acronyms, and symbols. The five ANSI/TIA/EIA standards, which govern telecommunications cabling in buildings, are:

- ANSI/TIA/EIA-568-A, Commercial Building Telecommunications Cabling Standard
- ANSI/EIA/TIA-569, Commercial Building Standard for Telecommunications Pathways and Spaces
- ANSI/EIA/TIA-570, Residential and Light Commercial Telecommunications Wiring Standard
- ANSI/TIA/EIA-606, Administration Standard for the Telecommunications Infrastructure of Commercial Buildings
- ANSI/TIA/EIA-607, Commercial Building Grounding and Bonding Requirements for Telecommunications

Phone: (856) 691-5111 Fax: (856) 696-4666 2658 NW Blvd Vineland, NJ 08360

Quote

No.:

10885

Date:

12/21/2007

Prepared for:

Rhonda Anderson (267) 228-0867 Harambee Charter School 636-640 N. 66th St.

Philadelphia, PA 19151 U.S.A.

Prepared by: Michael Vertolli

Account No : 2646 Phone: (215) 472-8770 Fax: (215) 472-9611

FRN: 1688526

Part Number OB

Description

UOM

Sell

Total

PBN Maintenance Agreement

YEAR H 170 = 456760000636616 SPIN #143008185

816002

Year Warranty Gold Plan

LA \$12,500 00 \$12,500.00

Gold Service Option. This contract covers parts replacement and labor for emergency service valls 24 hours a day seven days a week including holidays. Other services covered under this contract are reduced hourly rates on M4C (moves adds or changes) flat rate visit charge. reduced inframum time on site, after hours support for catastrophic failures, remote assistance free remote changes, carrier orders, network services review, priority scheduling on service calls, advanced product replacement, on sue training (once per quarter), free factory provided software uploads

Item Total:

\$12,500,00

Total:

\$12,500.00

Prices are firm until 1/20/2008

Michael Vertolli, mvertollia comtecusa.net Quoted by:

Date: 12/21/2007

Equipment incldues PBX configured

- I- NEC IPK
- 2- COIB Cards
- 4- ESI Expanion Station Cards
- 4- ESLB Main Station Boards
- 2- DSP Modules

The terms and condiontions of this quote are based on the attached legalities and approval of funding.

#### STATEMENT OF FINANCIAL STABILITY:

ComTec certifies that they are not the subject of the FCC's Red Light Rule by having any outstanding obligations with any branch of the federal government, Furthermore, ComTec agrees that, should the company become the subject of the Red Light Rule, the contract would be null and void and Com Lee would assume any costs of collection.

If accepting, please sign/and fax back to ComTec at 856 696-4666.

Accepted by:

Date: 1/10/03

Phone: (856) 691-5111 Fax: (856) 696-4666 2658 NW Blvd Vineland, NJ 08360

No.:

10885

Quote

Date:

12/21/2007

Prepared for:

Rhonda Anderson (267) 228-0867

Harambee Charter School 636-640 N, 66th St.

Philadelphia, PA 19151 U.S.A.

Prepared by: Michael Vertolli

Account No.: 2646

Phone: (215) 472-8770

Fax: (215) 472-9611

OIL.

Part Number

Description

UOM

Sell

Total

# ComTec Systems, Inc. Schools and Libraries (ERATE) – Year 11 SPIN # 143008185 STATEMENT OF FINANCIAL STABILITY:

ComTec certifies that they are not the subject of the FCC's Red Light Rule. Furthermore, we acknowledge that should the company become the subject of the Red Light Rule, the contract would be null and void and ComTec would not hold the School liable for any costs over their USAC discounted share.

#### PAYMENT & LEVEL OF COMMITMENTS

This contract is contingent upon School Board approval and the School receiving a favorable Funding Commitment Decision Letter (FCDL) from Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) for the requested amount. If funding is reduced, the school has the option of reducing the scope of the contract accordingly. If, for any reason, funding is denied, the school has the option of proceeding with the project and assuming all costs or canceling this project in its entirety.

the school has the option of pursuing work prior to receiving funding for the associated Erate project. COMTEC SYSTEMS, INC requires payment for work performed and recognizes that the school shall have first right of reimbursement for any eligible services that were pre-paid before receipt of FCDL. All remaining funding for this project will be credited to the schools account to be used as eligible services as defined in this contract.

After the SLD issues a 471 form for a project, the customer has the option of doing a SPIN change up to the date that a Funding Commitment Decision Letter is issued from the SLD. After an FCDL is issued the School Board has 30 days to elect to proceed with the projects as defined herein, reduce the scope of work, or cancel this agreement. If the School Board elects to proceed with the scope of work then the School Board shall pay COMTEC SYSTEMS, INC. a 10% deposit for associated work and shall assume full financial liability for these projects along with overall responsibility for ensuring all payments including Erate payments are made to COMTEC SYSTEMS, INC. COMTEC SYSTEMS, INC. requires all maintenance, warranty, support and prepaid hour contracts be payable in advance.

- 2. SCHEDULING AND PERFORMANCE OF WORK: We recommend that the Customer assign a single point of contact (SPC) that can make critical decisions on behalf of the Customer with respect to scheduling, approving changes, and organizing the major responsibilities for this project. COMTEC SYSTEMS, INC. will appoint a Project Manager who will have overall responsibilities for accomplishing our scope of work and keeping the Customer informed of updates and overseeing the implementation. If a change or modification to the original scope of work is requested or needed to complete this installation, then COMTEC SYSTEMS, INC. will be responsible for communicating changes in the scope of work to the SPC via a change order request. The SPC will be responsible for againg off or all work on change order requests with the understanding that cost and completion time may be affected. All terms and conditions including payment terms and liabilities within this contract apply to any change orders. In most cases, the equipment COMTEC SYSTEMS INC provides will be interacting with third parties and require the coordination of those parties and approval dates from the Customer.
- 3. FACILITIES: Customer must provide reasonable work space for the products being delivered. Customer will allow COMTEC SYSTEMS. INC. reasonable access to use telephone communications, fax communications and utilities when needed for the performance of their duties. This may include reasonable workspace to store and un-package equipment.

Phone: (856) 691-5111 Fax: (856) 696-4666 2658 NW Blvd Vineland, NJ 08360 Quote

No.:

10885

Date:

12/21/2007

Prepared for:

Rhonda Anderson (267) 228-0867 Harambee Charter School 636-640 N. ooth St. Philadelphia, PA 19151 U.S.A. Prepared by: Michael Vertolli

Account No.: 2646 Phone: (215) 472-8770

Fax: (215) 472-9611

1.215

Part Number

Description

UOM

Sell

Lotal

- 4. RESPONSIBILITY OF CODE: COMTEC SYSTEMS. INC. shall be responsible for meeting all manufacturers required code for proper installation and performance of their equipment.
- 5 RISK OF LOSS: Buyer shall assume full responsibility for equipment including payment to COMTEC SYSTEMS, INC for such equipment once it reaches the Customer's location. The risk of loss for any damage, theft or destruction of the equipment or any portion thereof from and after the time of delivery thereof to Premises shall be the responsibility of the BUYER, except with respect to damage or destruction resulting from the negligence or willful conduct of COMTEC SYSTEMS, INC.
- 6. LIMITATION OF LIABILITY: COMTEC SYSTEMS, INC. will exercise all reasonable efforts in furnishing the services and furnishing parts and equipment provided herein, but shall not be liable for delays or failure caused by acts of God, government, labor difficulties, carrier services, failure of transportation, or other causes beyond the control of COMTEC SYSTEMS, INC.

COMTEC SYSTEMS, INC shall not be held liable for any direct, incidental, consequential damages, including, but not limited to damage to or loss of tangible property or equipment, loss of profits or revenue, loss of data, cost of capital, cost of purchase of replacement goods or restoration of data, or claims of any Customer or any end-user for service interruptions and events that are not within the direct control of COMTEC SYSTEMS, INC. The Customer acknowledges and accepts full responsibility for maintaining proper back up of all data, updates for virus protection, daily support contracts, updated software licensing agreements. proper network security, and proper environmental protection and that COMTEC SYSTEMS, INC. shall not be liable for any loss or damages due to the Customer failing to control these environments.

- DELIVERY AND INSTALLATION: COMTEC SYSTEMS, INC. shall install Equipment at Premises, and BUYER agrees to accept delivery and to permit COMTEC SYSTEMS, INC. access to Premises, as COMTEC SYSTEMS, INC. shall require for the purpose of installing Equipment. The BUYER should give COMTEC SYSTEMS, INC. a written notice of acceptance or rejection within fifteen days following the installation of equipment. This acceptance is done by signing a service certification letter. This letter shall be faxed into the SLD and to COMTEC SYSTEMS, INC. Customer can request formal documentation outlining remaining issues to be completed as part of the installation and this document must be dated and agreed by both BUYER and seller accompanied by scope of work, responsibilities and time line associated with the remaining work.
- MAINTENANCE/WARRANTY: COMFEC SYSTEMS, INC provides a Maintenance plan on certain equipment. If may be purchased yearly thereafter at the then prevailing rates. Any modification or expansion to a COMTEC SYSTEMS, INC warranted component that is done without the prior consent of COMFEC SYSTEMS, INC, may void this warranty. Any unauthorized vendors or personnel accessing equipment that COMFEC SYSTEMS, INC is responsible for maintaining is strictly prohibited and may void your warranty. During the term of your contract, COMFEC SYSTEMS, INC, reserves the right to modify security codes, change remote recease, and restrict certain and all administrative rights to all hardware and software provided that COMFEC SYSTEMS, INC is the database files and download systems information. If maintenance contract is cancelled or should the Customer assume full responsibility for the maintenance of the hardware, the Customer agrees to request in writing this information and COMFEC SYSTEMS, INC. agrees at that time to turn over all security codes, passwords, administrative rights, database information, and carrier information.
- DEFAULT: In the event that BUYER shall tail to make any payments when due under this contract with COMTEC SYSTEMS, INC., or BUYER shall fail to perform any other obligation to be performed as specified under this contract, then COMTEC SYSTEMS, INC., without liability, may suspend shipments and work on this and any other contracts between BUYER and COMTEC SYSTEMS, INC. and payments are made in full or until receipt by COMTEC SYSTEMS, INC. of assurances satisfactory to COMTEC SYSTEMS, INC. In the event of suspension or cancellation, the BUYER shall remain liable to COMTEC SYSTEMS. INC. for material supplied and work performed and any other damages or expenses incurred by COMTEC SYSTEMS, INC. All property contained within this agreement shall remain the property of COMTEC SYSTEMS, INC. until paid in full.

TEC

Phone: (856) 691-5111 Fax: (856) 696-4666 2658 NW Blvd Vineland, NJ 08360

No.:

Quote 10885

Date:

12/21/2007

Prepared for:

Rhonda Anderson (267) 228-0867

Harambee Charter School

636-640 N. 66th St.

Philadelphia, PA 19151 U.S.A.

Prepared by: Michael Vertolli

Account No.: 2646

Phone: (215) 472-8770

Fax: (215) 472-9611

QIV.

Part Number

Description

UOM

Sell

Total

MISCELLANEOUS: In the event that any term or condition of this Agreement is determined to be contrary to law or unenforceable for any reason whatsoever, such determination shall not in any way affect the validity or enforceability of any other term or condition thereof. The BUYER will reimburse COMTEC SYSTEMS, INC. for any expenses including attorneys fees and collections agency costs incurred at eighteen percent (18%) per annum as a result of breach of any of the provisions of this agreement, including, but not limited to, failing to make payment. The Laws of the State of New Jersey shall govern this contract and the venue for any dispute arising under these terms shall be the Superior Court of New Jersey, Cumberland County.

11. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between BUYER and COMTEC SYSTEMS, INC with respect to the subject matter and no waiver, modification or amendments of any of the terms or conditions hereof shall be effective unless set forth in writing duly signed by COMTEC SYSTEMS, INC. and BUYER.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement.

COMTEC SYSTEMS, INC.	BUYER
Mike Vertolli	CARMEN LEHERE
Print Name	Print Name
Make WHOD	Carmen Li
Signature	Signature
President	Eyen ast
Title	Title
	1/10/02
Date	Date

#### Harambee Charter School

636-540 North 66th Street Philadelphia, PA 19151 215.878.6040

SLD Form#: 760130000596373

200 Rittenhouse Circle West, Unit 3 Bristol, PA 19007 SPIN 143008940

FRN: 1688574

PROJECT #: 9 NAME OF PROJECT: PVBX MAINTENANCE AGREEMENT

TOTAL COST (A+B): \$8,000,00

SECTION A: FOR ELIGIBLE COMPONENETS:

Qty Units/Hrs	Product/Service Description	UNIT COST	TOTAL Non- Recurring
1 Year	YR 1 PVBX Maintenance (pre-paid) to include the following scope of work listed below:	\$8,000.00	\$8,000.00
1 Year	YR 2 PVBX Maintenance (pre-paid) to include the following scope of work listed below:	\$8,800.00	\$8,800.00
1 Year	YR 3 PVBX Maintenance (pre-paid) to include the following scope of work listed below:	\$9,700.00	\$9,700.00

Comments: Total Cost (A+B), reflects year 10 funding only. Multi-year option is not valid without continued eRate funding

#### SECTION B: FOR INELIGIBLE COMPONENETS:

Qty Units/Hrs	Product/Service Description	UNIT COST	TOTAL Non- Recurring
	N/A	N/A	N/A

**PVBX Maintenance Agreement -** Repair and upkeep of Innovative Technology PVBX eRate eligible hardware listed below with basic support and configuration changes.

#### **PVBX Unit**

- (1) 32x32 PVBX Switch
- (25) Video Modulator Pair
- (2) Video Modulator Supply
- (1) APC Rack System
- (1) Rack Shelf
- (3) Agile Modulators
- (1) Back up UPS APC 2200 RM3U

#### **Erate Contract**

#### Cntract # Y1-001009HAR

This contract is contingent upon School Board approval and the School receiving a favorable Funding Commitment Decision Letter (FCDL) from the Universal Service Administrative Company (USAC) for the requested amount. The school/district has the option of reducing the scope of the contract. If, for any reason, funding is denied, this agreement would be null! and void.

MICRO Technology Groupe, Inc. (MTG) certifies that we are not the subject of the FCC's <u>Red Light Rule</u> nor will it be subject to the Red Light Rule while under contract. Furthermore, we acknowledge that, should the company be subject of the Red Light Rule, the contract would be null and void and MTG would not hold the school liable for any costs over their USAC discounted share.

MTG requires the school to file their Form 486 as soon as possible after Erate approval is granted. MTG will not process any orders until the SLD approves the 486 and notifies MTG that the 486 has been processed.

MTG will notify the school when the 486 is processed to begin the order process. MTG requires a valid school purchase order and a deposit before any products or services are delivered.

The deposit comprises the schools' 10% of the eligible and 100% of the ineligible product.

MTG certifies the submitted contract will serve as a legally binding agreement, which is preliminary to any formal contract with the School and therefore may be subject to changes in terms and conditions. MTG acknowledges that the school maintains the right to waive any requirement for a particular project but will do so for all bidders of that project.

Any products or services that are not paid by USAC and/or SLD upon receipt of an invoice from MTG must be pald by the school.

SLD Form# -- 760130000596373

#### PROJECT # 9 PVBX MAINTENANCE AGREEMENT

Please check the following products and services the school wishes to submit for E-rate approval:

Oty. Units/Hrs	Product/Service Description	UNIT COST	TOTAL Non- Recurring	Check Here:
1 Year	YR 1 PVBX Maintenance (pre-paid) to include the following scope of work listed on RFP:	\$8,000.00	\$8,000.00	
1 Year	YR 2 PVBX Maintenance (pre-paid) to include the following scope of work listed on RFP:	\$8,800.00	\$8,800.00	-
1 Year	YR 3 PVBX Maintenance (pre-paid) to include the following scope of work listed on RFP:	\$9,700.00	\$9,700.00	

As an Authorized Agent of Harmbee CS we accept this proposal

Signature of Authorized Agent

Signature of Authorized Agent of MICRO Technology Groupe, Inc.

Date

1-3-07

Please check where applicable, sign, date, and fax to:

MICRO Technology Groupe 200 Rittenhouse Circle West, Unit 3

Bristol, PA 19007 FAX: 877-329-9684

Phone: (856) 691-5111 Fax: (856) 696-4666 2658 NW Blvd Vineland, NJ 08360

No.:

10887

Quote

Date:

12/21/2007

Prepared for:

Rhonda Anderson (267) 228-0867

Harambee Charter School

636-640 N. 66th St.

Philadelphia, PA 19151 U.S.A.

Prepared by: Michael Vertolli

Account No.: 2646

Phone: (215) 472-8770

Fax: (215) 472-9611

FRN: 1688591

On

Part Number

Description

UOM

Sell

Lotal

Extended Warranties - Tape Back Up

YLAR II 470 # 456760000636616 SPIN #143008185

811530

QUANTUM STORAGLEARE ON-SITE

EA \$1,175.00 \$1,175.00

5X9X4 SERVICES ZONE 1 -EXTENDED SERVICE AGREEMENT

Com/ee and HP reserve the right to examine the equipment prior to providing extended warrantes

ttem Fotal:

\$1,175.00

Total:

\$1,175.00

Prices are firm until 1/20/2008

Quoted by:

Michael Vertolli, mvertolli@comtecusa.net

Date: 12/21/2007

The terms and conditions of this quote are based on the attached legalities and approval of funding.

STATEMENT OF FINANCIAL STABILITY:

ComFee certifies that they are not the subject of the FCC's Red Light Rule by having any outstanding obligations with any branch of the federal government. Furthermore, ComTec agrees that, should the company become the subject of the Red Light Rule, the contract would be null and void and ComTec would assume any costs of collection.

If accepting, please sign and fax back to Con(Tec at 856-696-4666.

Alle

Accepted by:

Date: 1/10/08

Phone: (856) 691-5111 Fax: (856) 696-4666 2658 NW Blvd Vineland NJ 08360 Quote

No.:

10887

Date:

12/21/2007

Prepared for:

Rhonda Anderson (267) 228-0867 Harambee Charter School 636-640 N. 66th St.

Philadelphia, PA 19151 U.S.A.

Prepared by: Michael Vertolli

Account No.: 2646 Phone: (215) 472-8770

Fax: (215) 472-9611

UN

Part Number

Description

UOM

Sell

Lotal

# ComTec Systems, Inc. Schools and Libraries (ERATE) - Year 11 SPIN # 143008185 STATEMENT OF FINANCIAL STABILITY:

ComTec certifies that they are not the subject of the FCC's <u>Red Light Rule</u>. Furthermore, we acknowledge that should the company become the subject of the Red Light Rule, the contract would be null and void <u>and ComTec would not hold the School liable for any costs over their USAC discounted share.</u>

#### PAYMENT & LEVEL OF COMMITMENTS

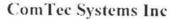
this contract is contingent upon School Board approval and the School receiving a favorable Funding Commitment Decision Letter (FCDL) from Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) for the requested amount. If lunding is reduced, the school has the option of reducing the scope of the contract accordingly. If, for any reason, funding is denied, the school has the option of proceeding with the project and assuming all costs or canceling this project in its entirety.

The school has the option of pursuing work prior to receiving funding for the associated Erate project. COMTEC SYSTEMS, INC requires payment for work performed and recognizes that the school shall have first right of reimbursement for any eligible services that were pre-paid before receipt of FCDL. All remaining funding for this project will be credited to the schools account to be used as climble services as defined in this contract.

After the SLD asses a 471 form for a project, the customer has the option of doing a SPIN change up to the date that a Funding Commitment Decision Letter is issued from the SLD. After an FCDL is issued the School Board has 30 days to elect to proceed with the projects as defined herein, reduce the scope of work, or cancel this agreement. If the School Board elects to proceed with the scope of work then the School Board shall pay COMTEC SYSTEMS, INC. a 10% deposit for associated work and shall assume full financial liability for these projects along with overall responsibility for ensuring all payments including Erate payments are made to COMTEC SYSTEMS, INC. COMTEC SYSTEMS, INC. requires all maintenance, warranty, support and prepaid hour contracts be payable in advance.

- SCHEDULING AND PERFORMANCE OF WORK: We recommend that the Customer assign a single point of contact (SPC) that can make critical decisions on behalf of the Customer with respect to scheduling, approving changes, and organizing the major responsibilities for this project. COMTEC SYSTEMS, INC, will appoint a Project Manager who will have overall responsibilities for accomplishing our scope of work and keeping the Customer informed of updates and overseeing the implementation. If a change or modification to the original scope of work is requested or needed to complete this installation, then COMTEC SYSTEMS, INC, will be responsible for communicating changes in the scope of work to the SPC via a change order request. The SPC will be responsible to signing off on all work on change order requests with the understanding that cost and completion time may be affected. All terms and conditions including payment terms and liabilities within this contract apply to any change orders. In most cases, the equipment COMTEC SYSTEMS INC provides will be interacting with third parties and require the coordination of those parties and approval dates from the Customer.
- 3 FACILITIES: Customer must provide reasonable work space for the products being delivered. Customer will allow COMTEC SYSTEMS, INC reasonable access to use telephone communications, fax communications and utilities when needed for the performance of their duties. This may include reasonable workspace to store and un-package equipment.

Initial <u>(1)</u>



UNITEC

Phone: (856) 691-5111 Fax: (856) 696-4666 2658 NW Blvd Vineland, NJ 08360

No.:

10887

Ouote

Date

12/21/2007

Prepared for:

Rhonda Anderson (267) 228-0867 Harambee Charter School 636-640 N. 66th St. Philadelphia, PA 19151 U.S.A. Prepared by: Michael Vertolli

Account No.: 2646 Phone: (215) 472-8770 Fax: (215) 472-9611

(347)

Part Number

Description

HOM

Sell

Lotal

- 4. RESPONSIBILITY OF CODE: COMTEC SYSTEMS, INC. shall be responsible for meeting all manufacturers required code for proper installation and performance of their equipment.
- 5. RISK OF LOSS: Buyer shall assume full responsibility for equipment including payment to COMTEC SYSTEMS, INC. for such equipment once it reaches the Customer's location. The risk of loss for any damage, theft or destruction of the equipment or any portion thereof from and after the time of delivery thereof to Premises shall be the responsibility of the BUYER, except with respect to damage or destruction resulting from the negligence or willful conduct of COMTEC SYSTEMS, INC.
- 6. LIMITATION OF LIABILITY: COMTEC SYSTEMS, INC will exercise all reasonable efforts in furnishing the services and furnishing parls and equipment provided herein, but shall not be liable for delays or failure caused by acts of God, government, labor difficulties, carrier services, failure of transportation, or other causes beyond the control of COMTEC SYSTEMS, INC.

COMTEC SYSTEMS, INC. shall not be held liable for any direct, incidental, consequential damages, including, but not limited to damage to or loss of tangible property or equipment, loss of profits or revenue, loss of data, cost of capital, cost of purchase of replacement goods or restoration of data, or claims of any Customer or any end-user for service interruptions and events that are not within the direct control of COMTEC SYSTEMS, INC. The Customer acknowledges and accepts full responsibility for maintaining proper back up of all data, updates for virus protection, daily support contracts, updated software licensing agreements, proper network security, and proper environmental protection and that COMTEC SYSTEMS, INC. shall not be liable for any loss or damages due to the Customer failing to control these environments.

- DELIVERY AND INSTALLATION: COMTEC SYSTEMS, INC. shall install Equipment at Premises, and BUYER agrees to accept delivery and to permit COMTEC SYSTEMS, INC. access to Premises, as COMTEC SYSTEMS. INC. shall require for the purpose of installing Equipment. The BUYER should give COMTEC SYSTEMS. INC. a written notice of acceptance or rejection within fifteen days following the installation of equipment. This acceptance is done by signing a service certification letter. This letter shall be taxed into the SLD and to COMTEC SYSTEMS, INC. Customer can request formal documentation outlining remaining issues to be completed as part of the installation and this document must be dated and agreed by both BUYER and seller accompanied by scope of work, responsibilities and time line associated with the remaining work.
- MAINTENANCE/WARRANTY: COMTEC SYSTEMS, INC provides a Maintenance plan on certain equipment. It may be purchased yearly thereafter at the then prevailing rates. Any modification or expansion to a COMTEC SYSTEMS, INC, warranted component that is done without the prior consent of COMTEC SYSTEMS, INC, may void this warranty. Any unauthorized vendors or personnel accessing equipment that COMTEC SYSTEMS, INC, is responsible for maintaining is strictly prohibited and may void your warranty. During the term of your contract, COMTEC SYSTEMS, INC, reserves the right to modify security codes, change remote access and restrict certain and all administrative rights to all hardware and software provided that COMTEC SYSTEMS, INC, is the vendor responsible for the maintenance and security of such hardware COMTEC SYSTEMS, INC may from time to time back up database files and download systems information. If maintenance contract is cancelled or should the Customer assume full responsibility for the maintenance of the hardware, the Customer agrees to request in writing this information and COMTEC SYSTEMS, INC, agrees at that time to turn over all security codes, passwords, administrative rights, database information, and carrier information.
- DEFAULT: In the event that BUYER shall fail to make any payments when due under this contract with COMTEC SYSTEMS. INC. or BUYER shall fail to perform any other obligation to be performed as specified under this contract, then COMTEC SYSTEMS. INC. without liability, may suspend shipments and work on this and any other contracts between BUYER and COMTEC SYSTEMS, INC. until payments are made in full or until receipt by COMTEC SYSTEMS, INC. of assurances satisfactory to COMTEC SYSTEMS, INC. In the event of suspension or cancellation, the BUYER shall remain liable to COMTEC SYSTEMS, INC. for material supplied and work performed and any other damages or expenses incurred by COMTEC SYSTEMS, INC. All property contained within this agreement shall remain the property of COMTEC SYSTEMS. INC. until paid in full.

Initial (1)

Phone: (856) 691-5111 Fax: (856) 696-4666 2658 NW Blvd Vineland, NJ 08360 Quote

No.:

10887

Date:

12/21/2007

Prepared for:

Rhonda Anderson (267) 228-0867

Harambee Charter School

636-640 N. 66th St.

Philadelphia, PA 19151 U.S.A.

Prepared by: Michael Vertolli

Account No.: 2646

Phone: (215) 472-8770

Fax: (215) 472-9611

()1Y

Part Number

Description

**UOM** 

Sell

Total

MISCELLANEOUS: In the event that any term or condition of this Agreement is determined to be contrary to law or unenforceable for any reason whalsoever, such determination shall not in any way affect the validity or enforceability of any other term or condition thereof. The BUYER will reimburse COMTEC SYSTEMS, INC. for any expenses including attorneys fees and collections agency costs incurred at eighteen percent (18%) per annum as a result of breach of any of the provisions of this agreement, including, but not limited to, failing to make payment. The Laws of the State of New Jersey shall govern this contract and the venue for any dispute arising under these terms shall be the Superior Court of New Jersey, Cumberland County.

11. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between BUYER and COMTEC SYSTEMS, INC. with respect to the subject matter and no waiver, modification or amendments of any of the terms or conditions hereof shall be effective unless set forth in writing duly signed by COMTEC SYSTEMS, INC. and BUYER.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement.

COMTEC SYSTEMS, INC.	BUYER
Mike Vertolli	Canmen Levere
Print Name	Print Name
Mile WHO	Carmon
Signature	Signature
President	Exec arist.
Title	Title 1/10/63
Date	Date

Initial (2)

Phone: (856) 691-5111 Fax: (856) 696-4666 2658 NW Blvd Vineland, NJ 08360

Quote

No .:

10888

Date:

12/21/2007

Prepared for:

Rhonda Anderson (267) 228-0867

Harambee Charter School

636-640 N. 66th St.

Philadelphia, PA 19151 U.S.A.

Prepared by: Michael Vertolli

Account No.: 2646

Phone: (215) 472-8770

Fax: (215) 472-9611

FRN: 1688608

Qıy.	Part Number	Description	UOM	Sell	Total
	YEAR 11 170 # 456760000636616 SPIN #143008185	13			
	811512	CISCO SMARTNET STANDARD - AIRAPT200 - EXTENDED SERVICT AGREEMENT - 1 YEAR NBD	EA	\$81.90	\$163.80
š.	811514	CISCO SMARTNET C3550-12G ONSTIL PREMIUM EXTENDED SERVICE AGREEMENT - I YEAR - ON-SITE	EA	\$1.703.00	\$8.515.00
	811511	CISCO SMARINET 2600 SERIES ROUTER ONSHIF EXTENDED SERVICE AGREFMENT - LYEAR - ON-SHE 24x7x4	EA	\$1,183.00	\$1.183.00

Item fotal

\$9,861.80

Total:

\$9,861.80

Prices are firm until 1/20/2008

Michael Vertolli, mvertolli@comtecusa.net Quoted by:

Date: 12/21/2007

The terms and conditions of this quote are based on the attached legalities and approval of funding.

STATEMENT OF FINANCIAL STABILITY:

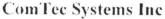
Com Fee certifies that they are not the subject of the FCC's Red Light Rule by having any outstanding obligations with any branch of the Jederal government. Furthermore, ComTec agrees that, should the company become the subject of the Red Light Rule, the contract would be null and void and Com Fee would assume any costs of collection.

If accepting, please sign and fax back to ComTec at 856-696-4666.

UML

Accepted by:

Date: //10/1 ?





Phone: (856) 691-5111 Fax: (856) 696-4666 2658 NW Blvd Vineland, NJ 08360 Quote

No.:

10888

Date:

12/21/2007

Prepared for:

Rhonda Anderson (267) 228-0867 Harambee Charter School 636-640 N. 66th St. Philadelphia. PA 19151 U.S.A. Prepared by: Michael Vertolli

Account No.: 2646 Phone: (215) 472-8770 Fax: (215) 472-9611

OIN

Part Number

Description

HOM

Sell

Total

## ComTec Systems, Inc. Schools and Libraries (ERATE) – Year 11 SPIN # 143008185 STATEMENT OF FINANCIAL STABILITY:

ComTec certifies that they are not the subject of the FCC's Red Light Rule. Furthermore, we acknowledge that should the company become the subject of the Red Light Rule, the contract would be null and void and ComTec would not hold the School liable for any costs over their USAC discounted share.

#### PAYMENT & LEVEL OF COMMITMENTS

This contract is contingent upon School Board approval and the School receiving a favorable Funding Commitment Decision Letter (FCDL) from Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) for the requested amount. If funding is reduced, the school has the option of reducing the scope of the contract accordingly. If, for any reason, funding is decided, the school has the option of proceeding with the project and assuming all costs or canceling this project in its entirety.

The school has the option of pursuing work prior to receiving funding for the associated Erate project. COMTEC SYSTEMS, INC requires payment for work performed and recognizes that the school shall have first right of reimbursement for any eligible services that were pre-paid before receipt of FCDL. All remaining funding for this project will be credited to the schools account to be used as eligible services as defined in this contract.

After the SLD issues a 471 form for a project, the customer has the option of doing a SPIN change up to the date that a Funding Commitment Decision Letter is issued from the SLD. After an FCDL is issued the School Board has 30 days to elect to proceed with the projects as defined herein, reduce the scope of work, or cancel this agreement. If the School Board elects to proceed with the scope of work then the School Board shall pay COMTEC SYSTEMS, INC, a 10% deposit for associated work and shall assume full infinitional liability for these projects along with overall responsibility for ensuring all payments including Erate payments are made to COMTEC SYSTEMS, INC. COMTEC SYSTEMS, INC, requires all maintenance, warranty, support and prepaid hour contracts be payable in advance.

- SCHEDULING AND PERFORMANCE OF WORK: We recommend that the Customer assign a single point of contact (SPC) that can make critical decisions on behalf of the Customer with respect to scheduling, approving changes, and organizing the autor responsibilities for this project. COMTEC SYSTEMS\_INC, will appoint a Project Manager who will have overall responsibilities for accomplishing our scope of work and keeping the Customer informed of updates and overseeing the implementation. If a change or modification to the original scope of work is requested or needed to complete this installation, then COMTEC SYSTEMS, INC, will be responsible for communicating changes in the scope of work to the SPC via a change order request. The SPC will be responsible for suppling off on all work on change order requests with the understanding that cost and completion time may be affected. All terms and conditions including payment terms and liabilities within this contract apply to any change orders. In most cases, the equipment COMTEC SYSTEMS. INC provides will be interacting with third parties and require the coordination of those parties and approval dates from the Customer.
- 3. FACILITIES: Customer must provide reasonable work space for the products being delivered. Customer will allow COMTEC SYSTEMS, INC reasonable access to use telephone communications, fax communications and utilities when needed for the performance of their duties. This may include reasonable workspace to store and un-package equipment.

CEMITEC

Phone (856) 691-5111 | Fax: (856) 696-4666 2658 NW Blvd Vineland, NJ 08360 Quote

No.:

10888

Date:

12/21/2007

Prepared for:

Rhonda Anderson (267) 228-0867

Harambee Charter School

636-640 N. 66th St.

Philadelphia, PA 19151 U.S.A.

Prepared by: Michael Vertolli

Account No.: 2646

Phone: (215) 472-8770

Fax: (215) 472-9611

QIV. Part Number

Description

UOM

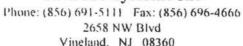
Sell

Lotal

- 4 RESPONSIBILITY OF CODE: COMTEC SYSTEMS, INC. shall be responsible for investing all manufacturers required code for proper installation and performance of their equipment.
- RISK OF LOSS: Buyer shall assume full responsibility for equipment including payment to COMTEC SYSTEMS, INC. for such equipment once it reaches the Customer's location. The risk of loss for any damage, theft or destruction of the equipment or any portion the reol from and after the time of delivery thereof to Premises shall be the responsibility of the BUYER, except with respect to damage or destruction resulting from the negligence or willful conduct of COMTEC SYSTEMS, INC.
- 6 LIMITATION OF LIABILITY: COMTEC SYSTEMS, INC. will exercise all reasonable efforts in furnishing the services and furnishing parts and equipment provided herein, but shall not be liable for delays or failure caused by acts of God, government, labor difficulties, carrier services, failure of transportation, or other causes beyond the control of COMTEC SYSTEMS, INC.

COMITIC SYSTEMS, INC. shall not be held liable for any direct, incidental, consequential damages, including, but not limited to samage to at less of langible property or equipment, loss of profits or revenue, loss of data, cost of capital, cost of purchase of replacement goods or restoration of data, or claims of any Customer or any end-user for service interruptions and events that are not within the direct central of COMTEC SYSTEMS. INC. The Customer acknowledges and accepts full responsibility for maintaining proper back up of all data, updates for virus protection, daily support contracts, updated software licensing agreements, proper network security, and proper environmental protection and that COMTEC SYSTEMS, INC. shall not be liable for any loss of damages due to the Customer failing to control these environments.

- DELIVERY AND INSTALLATION: COMTEC SYSTEMS, INC. shall install Equipment at Premises, and BUYER agrees to accept delivery and to permit COMTEC SYSTEMS, INC. access to Premises, as COMTEC SYSTEMS, INC. shall require for the purpose of installing Equipment. The BUYER should give COMTEC SYSTEMS, INC. a written notice of acceptance or rejection within fifteen days following the installation of equipment. This acceptance is done by signing a service certification letter. This letter shall be laxed into the SLD and to COMTEC SYSTEMS, INC. Customer can request formal documentation outlining remaining issues to be completed as part of the installation and this document must be dated and agreed by both BUYER and seller accompanied by scope of work, responsibilities and time line associated with the remaining work.
- MAINTENANCE/WARRANTY: COMTEC SYSTEMS, INC. provides a Maintenance plan on certain equipment. It may be purchased yearly thereafter at the then prevailing rates. Any modification or expansion to a COMTEC SYSTEMS, INC. warranted component that is done without the prior consent of COMTEC SYSTEMS, INC. may void this warranty. Any unauthorized vendors or personnel accessing equipment that COMTEC SYSTEMS, INC is responsible for maintaining is strictly prohibited and may void your warranty. During the term of your contract, COMTEC SYSTEMS, INC reserves the right to modify security codes, change remote access and restrict certain and all administrative rights to all hardware and software provided that COMTEC SYSTEMS, INC. is the vendor responsible for the maintenance and security of such hardware. COMTEC SYSTEMS, INC. may from time to time back up database files and download systems information. It maintenance contract is cancelled or should the Customer assume full responsibility for the maintenance of the hardware, the Customer agrees to request in writing this information and COMTEC SYSTEMS, INC, agrees at that time to turn over all security codes, passwords, administrative rights, database information, and carrier information.
- DEFAULT: In the event that BUYER shall fail to make any payments when due under this contract with COMTEC SYSTEMS, INC. or BUYER shall fail to perform any other obligation to be performed as specified under this contract, then COMTEC SYSTEMS, INC. without liability may suspend shipments and work on this and any other contracts between BUYER and COMTEC SYSTEMS, INC. and payments are made in full or until receipt by COMTEC SYSTEMS, INC. of assurances satisfactory to COMTEC SYSTEMS, INC. In the event of suspension or concellation, the BUYER shall remain liable to COMTEC SYSTEMS. INC. for material supplied and work performed and any other damages or expenses incurred by COMTEC SYSTEMS, INC. All property contained within this agreement shall remain the property of COMTEC SYSTEMS. INC. until paid in full.



Quote

No.:

10888

Date:

12/21/2007

Prepared for:

Rhonda Anderson (267) 228-0867

Harambee Charter School

636-640 N. 66th St.

Philadelphia, PA 19151 U.S.A.

Prepared by: Michael Vertolli

Account No.: 2646

Phone: (215) 472-8770

Fax: (215) 472-9611

Qiy Part Number

Description

UOM

Sell

Total

10. MISCELLANEOUS: In the event that any term or condition of this Agreement is determined to be contrary to law or unenforceable for any reason whatsoever, such determination shall not in any way affect the validity or enforceability of any other term or condition thereof. The BUYER will reimburse COMTEC SYSTEMS, INC, for any expenses including attorneys fees and collections agency costs incurred at eighteen percent (18%) per annum as a result of breach of any of the provisions of this agreement, including, but not limited to, failing to make payment. The Laws of the State of New Jersey shall govern this contract and the venue for any dispute arising under these terms shall be the Superior Court of New Jersey, Cumberland County.

11. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between BUYER and COMTEC SYSTEMS, INC. with respect to the subject matter and no waiver, modification or amendments of any of the terms or conditions hereof shall be effective unless set forth in writing duly signed by COMTEC SYSTEMS, INC. and BUYER.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement.

COMTEC SYSTEMS, INC.	BUYER
Mike Vertolli Print Name	Print Name LE VISCE
Make WATED	Carrow
Signature	Signature
President	Exec Rest
Title	Title
	1/10/08
Date	Date

Initial (2)

## Attachment 1-2 Requests for Proposal (RFP)

December 7, 2007 eRate Bid Information 470# **456760000636616** 

## BIDDER REQUIREMENTS

## FEDERAL E-RATE FUNDING PROGRAM

- 1. <u>USF Knowledge</u>: BIDDER shall have, at a minimum, a working knowledge of the Universal Service Fund ("USF") program for schools and libraries, commonly referred to as the "E-rate Program."
- 2. <u>USF Registration</u>: BIDDER shall submit with its proposal a Service Provider Identification Number ("SPIN").
- 3. <u>USF Participation and Cooperation</u>: BIDDER shall agree to participate in the E-rate Program and to cooperate fully and in all respects with the District/School, its representatives, and any agency or organization administering the E-rate Program to ensure that the District/School receives all of the E-rate funding for which it has applied and to which it is entitled in connection with BIDDER's services and/or products.
- 4. <u>USF Information and Documentation</u>: BIDDER shall provide to School staff and/or the District/School's E-rate consultant within a commercially reasonable period of time all of the information and documentation that the BIDDER has or that BIDDER reasonably can acquire that the District/School may need to prepare its E-rate applications and/or to document transactions eligible for E-rate support.
- 5. <u>USF Discounted Invoicing and Reimbursement Processes</u>: BIDDER shall invoice the District/School *only* for the non-discounted amounts due on E-rate-approved transactions and simultaneously invoice the Universal Service Administrative Company ("USAC") for the balance [Discounted Invoice Process]. The District/School may elect to receive full invoicing and submit to USAC for reimbursement, in which case the BIDDER shall remit to the District/School within twenty days of receipt the reimbursement payments it receives from USAC or any other third-party pay or for the discounted portions of E-rate approved transactions involving the District/School. [Reimbursement or "BEAR" Process].
  - a. Discounted Invoice Process:
    - i. <u>Timely Filing</u>: BIDDER shall be solely responsible for timely filing invoices with USAC and understands and agrees that District/School will NOT be liable to BIDDER *under any circumstances* for any approved, discounted amount that BIDDER is required to submit to USAC for payment under this paragraph.
    - ii. <u>District/School Approval</u>: BIDDER shall submit to the District/School for its review and approval *before* submitting it to USAC for payment, a copy of every invoice that BIDDER intends to submit for services that it has provided or, in appropriate circumstances, will be providing to the District/School. The District/School shall not unreasonably delay or withhold approval of BIDDER's USAC invoices. As BIDDER is solely responsible for timely filing invoices with USAC, it understands that it must submit invoices to the District/School sufficiently in advance of any USAC filing deadline to ensure that there will be adequate time remaining for it to meet the USAC filing deadline *after* the District/School has had a reasonable opportunity to review and approve them.

#### b. Reimbursement Process:

- Twenty Days: BIDDER understands that E-rate Program rules require it to remit a reimbursement payment to the District/School within twenty (20) days of receiving it from USAC.
- 6. Non-USF Invoicing: BIDDER shall list, price, and invoice separately any services that are ineligible for eRate funding.
- 7. Red Light Rule Notification: BIDDER must certify that it is not subject to the Red Light Rule nor will it be subject to the Red Light Rule while under contract. The contract must include the language from item 3b in the next section.
- 8. No subcontracts without District/School's prior approval in writing. Do not bid an item for which you must subcontract without written permission from the Office of the CEO.
- 9. <u>A qualified potential BIDDER</u> must be one where the BIDDER, and/or any of its representatives, has never engaged the District/School and/or its E-rate consultant, or E-rate representative in litigation.

December 7, 2007 eRate Bid Information 470# 456760000636616

#### PROPOSALS MUST INCLUDE:

- 1. A detailed quote for services and/or goods requested for each numbered project below that:
  - Clearly identifies eRate eligible items from non-eligible items and listing these costs and totals separately
  - b. Identifies of the SLD Form 470 number for which you are replying
  - c. SPIN (proposals will not be processed absent the USAC Service Provider Identification Number) NOTE: BIDS NOT ORGANIZED BY PROJECT WILL NOT BE CONSIDERED. YOU MUST PROVIDE A SEPARATE QUOTE FOR EACH NUMBERED PROJECT. DO NOT COMBINE DIFFERENT PROJECT ITEMS INTO A SINGLE QUOTE. (e.g. a quote for a cabling project must include all components listed in the project number. Do not the include routers/switches, etc. from another project listing.)
- 2. Five (5) references, with contact information of the individuals who can confirm the reference, for similar services performed for similar clients (e.g. Schools) including three (3) indicating satisfactory work completed within the past 12 months
- 3. A <u>signed and dated contract</u> along with the proposal that can be accepted if bidder is successful, as a legally binding agreement, preliminary to the drafting of formal contract.
  - a. In addition to the contract terms, the contract must include the following addendums:
    - i. "This contract is contingent upon District/School Board approval and the District/School receiving a favorable Funding Commitment Decision Letter (FCDL) from the Universal Service Administrative Company (USAC) for the requested amount. The school/district has the option of reducing the scope of the contract. If, for any reason, funding is denied, this agreement would be null and void.
    - ii. "The <Name of Company> certifies that we are not the subject of the FCC's Red Light Rule. Furthermore, we acknowledge that, should the company become the subject of the Red Light Rule, the contract would be null and void and the <Name of Company> would not hold the District/School liable for any costs over their USAC discounted share."
    - iii. We will abide by the conditions set forth in the bidder requirement section of this RFP (pages 1-3).
  - b. The <u>submitted contract will serve as a legally binding agreement</u>, which is preliminary to any formal contract with the District/School and therefore may be subject to changes in terms and conditions. Please certify that you understand this.

NOTE: PROPOSALS NOT CONTAINING A SIGNED AND/OR DATED CONTRACT, AS ABOVE, WILL NOT BE CONSIDERED.

- 4. Red Light Rule Documentation: Submit a copy of Red Light status for your company from the FCC Red Light Display System (http://www.fcc.gov/redlight)
- 5. For any work or service to be performed: Documentation of appropriate industry-recognized certificates required in order to perform the proposed work (A+, MCSE, Cisco, Lucent, etc.) and the qualifications of personnel who will perform the work. Please submit copies of the certificates.
- 6. For any equipment bid: Documentation that the BIDDER is an authorized, qualified reseller of any goods or services quoted and that the BIDDER maintains an active service/repair shop that is authorized by the manufacturer to perform service on its equipment. Please submit copies of these authorizations as issued by the equipment manufacturer.

The District/School retains the right to waive any requirement for a particular project but will do so for all bidders of that project.

December 7, 2007 eRate Bid Information 470# **456760000636616** 

## PROPOSAL CHECKLIST

Using the form provided, submit a detailed quote for <u>each</u> numbered <u>project</u> with SPIN clearly
indicated
A signed and dated contract including addendums for contingencies of Board approval, USAC
funding, and "Red Light Rule" financial statement. (Attachment 1)
A copy of your company Red Light status from the FCC Red Light Display System
(http://www.fcc.gov/redlight) (Attachment 2)
Five (5) references with contact information, from like entities such as schools and/or districts,
including three (3) indicating satisfactory work completed within the past year (Attachment 3)
For any work or services to be performed: documentation of industry recognized certifications (copie
of the certificates) (Attachment 4)
For any equipment bid: documentation of authorization of qualified reseller of all goods or services
quoted and that the BIDDER maintains an active service/repair shop that is authorized by the
manufacturer to perform service on its equipment (copies of these authorizations as issued by the
equipment manufacturer) (Attachment 5)

Complete proposals, submitted by qualified BIDDERS, will be assessed according to the following criteria: <u>lowest price</u>, <u>good reputation</u>, <u>qualifications</u>, and <u>meeting project requirements</u> (understanding of needs).

Please make sure that you have completed all forms and submitted all the required documentation.

Failure to do so will constitute an incomplete proposal that will not be evaluated.

## PROPOSAL SUBMISSION

Bid proposals must be sealed, properly addressed, and delivered by 12:00 pm. January 4, 2008 to:

ERATE PROPOSAL

Harambee CS

c/o Rhonda Anderson
636-640 N 66th Street
Philadelphia, PA 19151

December 7, 2007 eRate Bid Information 470# **456760000636616** 

## I - TELECOMMUNICATIONS: SERVICES REQUESTED (Priority 1)

- Local and Long Distance Telephone Service 3-year contract sought with option for annual renewal. Point-to-Point delivery sought over a T1 (or better) with 10 channels dedicated to voice. The remaining channels to be used for Internet service. Must be a telecommunications carrier.
- 2. Internet Circuit & Service (Port) T1 (or better) managed service for Multi-year contract desirable with annual option to renew.
- Cellular Voice Service 39+ phone accounts. Nationwide, shared 1500 minutes/month service to include free, unlimited, "in system" calling (direct connect and all page features a plus) and voicemail. Must have <u>proven</u>, <u>reliable service</u> within the school and its adjacent areas.
- 4. Cellular Data Service data services for 4+ of the above cellular voice services.
- 5. Web Hosting Media rich system for classroom and/or school system communication unlimited number of sites & users. List percentage of USAC eligibility of proposed service.
- 6. Email Hosting student "safe" email, spam-free, easy to use interface, receive/send attachments, folder management, group messaging, student-oriented message formatting options, for classroom/school/home/community communication 600+ users.

## II – INTERNAL CONNECTIONS: BASIC MAINTENANCE SERVICES REQUESTED - (Priority 2)

7. LAN Maintenance Agreement – 200+ hrs to cover existing eligible equipment across campus. Must be able to provide 2 - 4hr response time and run an active service center. No exceptions! Must have proven knowledge and experience of all products and have an active service center. Multi-year contract desirable.

1	Certance 100/200GB Tape Back up
15	US Robotics Turbo G wireless cards
1	Sonic Pro 230 Firewall,
2	Cisco Aironet 1200 wireless APs
3	Orinico Access Point -AP 2000
5	Cisco Switches-3500 Series
1	Cisco Router 2600 Series
2	HP ServersProliant DL 380
2	INTEL ServersSE 7501
3	APC UPS

#### Maintenance to include:

- · Update IOS in the Cisco equipment
- Reconfigure Network Address Translation in the router
- · Change Port mapping in the router
- · Install Service Packs on File Servers
- · Perform mail Database maintenance on Exchange Servers
- · Install Exchange related Service Packs
- Reconfigure or update DNS and DHCP settings

December 7, 2007 eRate Bid Information 470# **456760000636616** 

- · Resolve any hardware problems on the covered equipment
- · Resolve any MS Windows related problems on Servers
- · Help maintain proper backup operations and resolve issues relating to that software and hardware
- · Review system, console, backup and service logs for any problems and troubleshoot any problems.
- Rotate log files and make sure periodic maintenance scripts are used.
- Installing minor Server OS and security updates, testing for compatibility
- · Installing major Server OS updates, testing for compatibility
- · Updating Backup software
- · Adding or removing users and groups as necessary
- · Adjusting share-points and permissions based on feedback or user needs.
- · Adjusting preferences or application access to users based on needs testing for compatibility (Workgroup Manager)
- · Monitoring disk space.
- 8. Wire & Cable Maintenance Agreement 80 hours for all voice, video and data cabling and fiber connections for repair and upkeep of the wires, bays, jacks, blocks, panels, and terminals. CAT 5/6, coax, and fiber optic. Multi-year contract desirable with annual option to renew. Multi-year contract desirable with annual option to renew.
- 9. PBX Maintenance Agreement For NEC Elite IPK Basic system. The contract should cover: parts replacement and labor for service calls 24x7 including holidays; 50 hours of MACS (moves, adds or changes), plus after hours support, remote assistance, remote changes, carrier orders, network services review, priority scheduling on service calls, advanced product replacement, and factory provided software uploads. Must include all first call repairs of all carrier services associated with products. Must have direct distributorship and certifications for products. List costs for coverage of any ineligible items separately. Multi-year contract desirable with annual option to renew.

Qty	Description
1	NEC Elite IPK Basic
2	COI (8)-U10 ETU
4	ESIE(8)-U10 Unit
4	ESIB(8)-U10 ETU
2	DSP-U30

10. PVBX Maintenance Agreement - (32+ nodes) - Repair and upkeep of the Innovative Technology PVBX eRate eligible hardware listed below with basic support and configuration changes. List costs for coverage of any ineligible items separately. Multi-year contract desirable with annual option to renew.

#### **PVBX** Unit

- 1 32x32 PVBX Switch
- 25 Video Modulator Pair
- 2 Video Modulator Supply
- 1 APC Rack System
- 1 Rack Shelf
- 3 Agile Modulator
- Back up UPS APC 2200 RM3U
- 11. Extended Warranties For (2) HP ProLiant 380 servers and (2) Intel SE 7501 servers. One year, on-site. 4-day or better turn-around. Term 07/01/08 to 06/30/09.